

Attachment A to the Compensation and Escrow Agreement  
Concerning Other Items of Understanding Between EPA and Cabinet View Country Club

**I. Additional understandings.** The following are additional understandings between EPA and Cabinet View Country Club (CVCC) as to how removal and restoration work will be performed at the CVCC golf course.

- A. The CVCC club house will be closed until all removal work has been completed.
- B. Daily access to areas where removal work is being performed (including clubhouse and maintenance shop and sheds) will be restricted for CVCC employees. Daily access will be permitted only at times when EPA's daily removal work is not being performed.
- C. CVCC will have daily access to all areas of the golf course for mowing as necessary only at times when daily removal work is not being performed.
- D. Removal work will be completed in stages. Restoration work will be performed where removal work is complete while removal work continues at other locations.
- E. EPA's removal contractor will conduct daily tailgate meetings every morning with the Volpe National Transportation Systems Center (Volpe) site representative, architect and engineer oversight, restoration contractor, and CVCC to resolve issues and coordinate activities.
- F. CVCC will be responsible for ensuring that all backfill materials do not contain any detectable Libby Amphibole asbestos or other contaminants.
- G. A construction kick-off meeting will be held 1 -2 days prior to the start of removal activities. EPA has requested that all interested parties attend the meeting. This includes EPA, CVCC and its contractors, Volpe, the removal contractor, and CDM.

*> H. Rest of hand note that as normally be req. @ work.*

**II. Clarifications concerning escrow agreement.** The following are items that will be paid for within the allocation in the escrow agreement.

- A. A portion of the allocation of \$975,000 as provided in the Escrow Agreement, \$10,000, is to be applied as compensation for the loss of use of golf carts, and loss of access to private sheds during the removal work. CVCC will be responsible for storage, transportation/shuttling, and security for golf carts at all times during all activities. EPA will provide an electrical power connection. CVCC will provide charging stations. CVCC is solely responsible for the security of the golf carts, wherever they may be stored.

*I removed work by EPA's Nor will be performed after the comp. of CVCC's rest. work.*

- B. A portion of the allocation of \$975,000 as provided in the Escrow Agreement, \$7,000, is to be applied to the cost of severing and capping irrigation lines. This work will be performed by a CVCC contractor.
- C. A portion of the allocation of \$975,000 as provided in the escrow agreement, \$7000, is to be applied to pay for sod to be placed around greens to inhibit erosion during the period in which grass on the restored portions of the course will be regrown.

**III. Additional expense items.** - The following are expense items that EPA will pay in connection with the cleanup and restoration of the golf course in addition to the payments to be made under the Escrow Agreement:

- A. EPA will provide one 14 foot by 66 foot trailer for a temporary club house, two portable toilets, a portable handwashing facility, and will move internet and telephone connections to the trailer. EPA will also provide a temporary power connection to the trailer. CVCC will be responsible for all bills associated with ongoing internet, telephone, and electrical services. Security of the trailer is the responsibility of CVCC.
- B. EPA will provide a temporary one acre parking area. The exact size and location of the parking area is to be developed. EPA will consider sampling and utilizing the soil stockpile currently onsite as common fill. All material will be left in-place.
- C. Several trees are to be cut down by CVCC prior to cleanup activities starting. The stumps located in the areas that were previously agreed upon will either be ground down or removed, per the removal contractor's discretion. ✓

**IV. Possible credit to be paid for by EPA's removal contractor.**

- A. Restoration of haul roads will be required at the conclusion of removal work by EPA's contractor. However, after the completion of removal work, CVCC will use also those haul roads to perform restoration work, which would require that the roads be restored a second time. To prevent that situation, EPA's contractor will not restore the haul roads after removal work, but will pay to CVCC a credit for the cost of repairing the haul roads. CVCC may then apply that credit to final restoration of the road after its golf course restoration work has been completed.